CONTRACT AGREEMENT

Agreement No: EE/P-YZ/AGR/ 52 /2019-20 **Dt: 25/07/2019**

Name of the Work: Consultancy Services for preparation of Survey, Designs, Drawing, Estimate preparation etc.,(Detailed Project Report) For the work of Construction of Compound gate to Mini Vidhanasoudha and Construction of Auditoriums in Government first grade college and Bangla Government Higher Primary school and other developmental works in Kempegowda ward no 01

This Contract is entered into on 25/07/19 between **The Executive Engineer, Project Division, Yelahanka Zone, Byatarayanapura, Bangalore-560092** on one part and **Sri. Radhesh Prabhakar (M/s Bharath Engineering Innovation Design and Consultancy Pvt Ltd.,), 2nd Floor, Shreevaru Arcade, Raghavendra Layout, Yeshwanthpur, Bangalore – 560022** on the other part.

Whereas the BBMP called the Short Term Tender Notification vide No. BBMP/YNK/EE(Project)/TEND/09/2019-20,Dated: 27-06-2019 through e-procurement portal for the above work.

Whereas in response to said notification the above consultant is the lowest Bidder and has quoted **Rs.2,48,500/- (Rupees Two Lakhs Fourty Eight Thousand Five Hundred Only)** to execute the said work which includes of all applicable taxes.

Whereas the tender quoted by the above consultant is First Lowest and the same is accepted by the tender accepting authority of the BBMP, Chief Engineer, Yelahanka Zone, Dated: 06-06-2017.

Whereas, the Client wishes to have the Consultant performing the services hereinafter referred to, and

Whereas, the Consultant is willing to perform these services **"Consultancy Services for preparation of Survey, Designs, Drawing, Estimate preparation etc.,(Detailed Project Report) For the work of Construction of Compound gate to Mini Vidhanasoudha and Construction of Auditoriums in Government first grade college and Bangla Government Higher Primary school and other developmental works in Kempegowda ward no 01**

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

i. The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("The Services").

ii. The Consultant shall provide the personnel listed in Attachment B, "Consultant's Personnel" to perform the Services.

Consultant

For Bharath Engineering Innovation Design & Consultancy Pvt. Ltd.

Director

Executive Engineer (Project) 25/7

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

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iii. The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Consultant's Reporting Obligations".

2. Term:

The Consultant shall perform the Services during the effective execution till the completion of allotted work. (i.e., submission of Detailed Project Report, Tender schedule and Bid Documents) within 4 weeks on receipt of comments from BBMP.

3. Payment:

A. Ceiling

For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed **Rs.2,48,500/- (Rupees Two Lakhs Fourty Eight Thousand Five Hundred Only) inclusive of all taxes.** This amount has been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The Schedule of payments shall be as under:

i. 50% of Contract Price: On submission of Detailed Project Report along with Estimates for approval.

ii. 50% of Contract Price: On approval of Detailed Project Report & submission of specifications, BOQ and tender documents.

Note: All payments shall be made on submission of pre-receipted invoices by the Consultant in duplicate for the respective stages.

C. Payment Conditions:

Payment shall be made in Indian Rupees, no later than 90 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

4. Contract Administration:

A. Coordinator:

The Client designates Executive Engineer (Project Division, – Yelahanka) As Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the consultant and for receiving and approving invoices for the payment.

B. Reports:

The Report listed in Attachment B, "Consultant's Reporting Obligations" Shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under Clause 3.

5. Performance Standards:

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:

The Consultant shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Clients business or operations without the prior written consent of the Client.

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Ownership of Material:

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong and remain the property of the Client. The Consultant may retain a copy of such documents and software: but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. **Consultant not to be engaged in certain activities:**

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance:**

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. **Assignment:**

The Consultant shall not assign this Contract or to Sub-Contract any portion without the Client's prior written consent.

11. **Law governing the Contract:**

The Contract shall be governed by the Laws of India.

12. **Indemnify the Client:**

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. **Taxes:**

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However Consultancy Service Tax payable for providing this Consultancy Services shall be paid / reimbursed by the Client Separately.

For the Client
Signed By:

Executive Engineer 25/7/19
Project Division
Yelahanka Zone
BBMP, Bangalore-92

Name and Designation

Date:
Place:

For the Consultant
Signed By:

For Bharath Engineering Innovation
Design & Consultancy Pvt. Ltd.
Director

Name and Designation

Date:
Place:

Witnesses:-

1)

2)

Consultant
Design & Consultancy Pvt. Ltd.
Director

Executive Engineer (Project)
Executive Engineer
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25/7/19

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List of Attachments to the Contract:

Attachment A: Description of Services
Attachment B: Consultants Personnel
Attachment C: Consultant's Reporting Obligations

Attachment A: Terms of Reference – Scope of Services

1. PROJECT OBJECTIVES:

The main objectives of the project are as under:-

i. To carry out engineering studies for the proposed road improvements.
ii. To carry out the detailed engineering design of the proposed road and culvert works, cost estimates and other bid document required for tendering as per Standard documents.

2. DETAILED SCOPE OF CONSULTANCY SERVICES

General objectives for progress of the assignment are as follows.

i. Collect inventory data and to do condition survey of road, bridge, culvert, as per IRC SP: 19 and prepare inventory in the computerized format using Microsoft access.
ii. Conduct representative CBR test on the existing sub-grade as per IRC:37-2001 if necessary.
iii. Carry out road deflection tests by Benkelman beam method (IRC: 81-1997).
iv. Identification of suitable location for lay bays and parking places.
v. Prepare Detailed Design and Working Drawings.
vi. To design the overlay for existing pavement and new pavement design as per IRC standards.
vii. To design a highway in all respect including geometric design, of pavement high embankment, junctions, culverts and bridges etc.
viii. To design rehabilitation improvement repair measures of existing structures if any.
ix. To recommend suitable design requirement and specifications requirements for entire reach including bridges and other structures and the approach roads.
x. Detailed drawings shall be prepared to international standards using CAD. It will contain all details required for execution of the project.
xi. Prepare Bill of Quantities and estimates based on current PWD SR Bangalore circle and considering latest issued issue rates.

3. Reports, Time Schedule and Payment Schedule

Contract Schedule

The consultancy services for Preparation of project report for the said project roads are to be completed within 4 weeks.

Schedule of Reports

The Consultant shall prepare and submit the following reports and documents (in English) to BBMP.

Final Project report

a. The Report should summarize the findings, analysis, results and recommendations of the study, design and shall cover all the aspects as per the Scope of the work.
b. The Consultant shall submit this report within the time schedule indicated to the BBMP for review and comments
c. The Final Detailed Project report should incorporate all the suggestions and comments

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of BBMP, if any.

Attachment B: Consultants Personnel

1.0 Key Professionals for the required Services

The assignment requires a Team Leader and a Traffic engineer assisted with well experienced support team, only the team leaders CV shall be evaluated

The minimum required experience and qualification are as given below

a. **Team Leader:** This is the senior most position and the expert engaged as the Team leader shall be responsible for reviewing the entire project activities and completing the entire assignment. This position requires a Senior Engineer who shall be Graduate in Civil Engineering with post graduation in Highway engineering with minimum experience of 10 years in Highway Engineering.

b. **Traffic Engineer:** This is the second senior most position and the expert engaged as traffic engineer shall be responsible for analysis for traffic and pedestrian data. This position requires a Senior Engineer who shall be Graduate in Civil Engineering with post graduation in traffic engineering with minimum experience of 10 years in Highway Engineering.

c. **Other Professional staff:** The other Key professionals indicated below shall be Civil Engineers and have a minimum of 3 years experience in the relevant field.

d. **Disputes if any:** Dispute if any, between the client and the Consultant, the decision of the commissioner, BBMP, Bangalore is final and binding on both the Client and Consultant

1.1 Specific Responsibilities of the Consultant

- The Consultant shall be fully responsible for collecting data and information from the Government agencies.
- All information, data and reports obtained from these agencies in the execution of the services shall be properly reviewed and analysed by the Consultant.

Attachment C: Consultant's reporting Obligations

Documents

The BBMP shall provide the Consultant with copies of all data and reports available and considered relevant to the execution of Consultant's work and liaison with other departments for access of information and data

Liaison and Access

The BBMP shall provide liaison with other Government agencies and Departments for the introduction of the Consultant. The Consultant shall be given unhindered access to the relevant agencies / Departments in order to complete the project successfully.

Reports and Various Outputs

The Consultant shall submit the following:

Sl No.	Description	No. of copies
1	Detailed Project Report, estimates, design & drawings	3 copies
2	Tender schedule and Preparation of Bid documents.	As per requirement

For Bitra Engineering Innovation Design & Consultancy Pvt. Ltd.

Director

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